

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

LORELAI ANSIS, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

PREMIER SENIOR CARE GROUP, CORP.,
a California corporation; and DOES 1
through 10, inclusive,

Defendants.

CLASS CASE NO.: 24CV097081

*[Assigned for all purposes to the
Hon. Somnath Raj Chatterjee, Dept. 21]*

**AMENDED CLASS AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: October 23, 2024

Trial Date: None Set

This Amended Class and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff LORELAI ANSIS (“Plaintiff”) and Defendant PREMIER SENIOR CARE GROUP, CORP. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants, captioned *Lorelai Ansis v. Premier Senior Care Group, Corp.*, Case No. 24CV097081, initiated on October 23, 2024, and pending in Superior Court of the State of California, County of Alameda.

1.2. “Administrator” means APEX Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Settlement Class” means all individuals employed by Defendant as non-exempt, hourly-paid employees in the State of California at any time between October 23, 2020 through September 17, 2025.

1.5. “Aggrieved Employees” means all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period (i.e. November 19, 2023 through September 17, 2025.).

1.6. “Class Counsel” means John G. Yslas, Arrash T. Fattahi, and Arman A. Salehi of Wilshire Law Firm, PLC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)

last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from October 23, 2020 through September 17, 2025 or the date on which no more than 25,300 workweeks are released.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Alameda.

1.16. “Defendant” means named defendant Premier Senior Care Group, Corporation.

1.17. “Defense Counsel” means Debra Ellwood Meppen, Matthew T. Theriault, and Daniela Theriault; of Gordon Rees Scully Mansukhani, LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the

Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

1.22. "Gross Settlement Amount" means **\$375,000.00 (Three Hundred Seventy-Five Thousand Dollars and Zero Cents)** which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay payment of Claims Administration Expenses, Class Counsel Fees and Cost Award, Class Representative Service Award, and the PAGA Payment to the State of California and the Aggrieved Employees.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Payment of Claims Administration Expenses, Class Counsel Fees and Cost Award, Class and PAGA Representatives Service Awards, and the

PAGA Payment to the State of California and the Aggrieved Employees. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period from November 19, 2023 through the end of the Class Period.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. “PAGA Notice” means Plaintiff’s November 19, 2024 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$7,000.00) and the 65% to the LWDA (\$13,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Lorelai Ansis, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant, and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members,

managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On October 23, 2024, Plaintiff commenced this Class Action by filing a complaint against Defendant for: failure to pay timely overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to indemnify; and unfair competition (“Class Action”). Plaintiff filed a First Amended Class Action Complaint on January 24, 2025 to include a PAGA cause of action against Defendants under the Private Attorneys’ General Act of 2004.

2.2. Thereafter, the Parties agreed to exchange informal discovery.

2.3. Plaintiff obtained, through informal discovery: (a) time and payroll records for Class Members; (b) a class list of hire dates, termination dates, and rates of pay for all Class Members; (c) wage and hour policy documents; and (d) all documents pertaining to Plaintiff available to Defendants.

2.4. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in

Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay **Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000)** as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The

1 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
2 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
3 Representative Service Payment.

4 3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to 35% of the Gross
5 Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
6 Agreement, is currently estimated to be \$131,250.00 and a Class Counsel Litigation
7 Expenses Payment of not more than \$35,000.00. Defendants will not oppose requests
8 for this payment provided it does not exceed these amounts. Plaintiff and/or Class
9 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
10 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
11 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
12 than the amounts requested, the Administrator will allocate the remainder to the Net
13 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
14 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
15 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
16 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
17 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
18 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
19 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
20 or controversy regarding any division or sharing of any of these Payments. There will
21 be no additional charge of any kind to either the Settlement Class Members or request
22 for additional consideration from Defendant for such work unless, Defendant materially
23 breach this Agreement, including any term regarding funding, and further efforts are
24 necessary from Class Counsel to remedy said breach, including, without limitation,
25 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
26 and/or litigation costs and expenses in amounts that are less than the amounts provided
27 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

28 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed

\$7,055.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,055.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties, \$7,000.00, by the total number of PAGA Period Pay

Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 200 Class Members who collectively worked a total of 23,000 Workweeks, and 137 Aggrieved Employees who worked a total of 4,500 PAGA Pay Periods.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator in two installments according to the following

payment schedule: **(1) the first installment payment of \$187,500 shall be made within 30 days of Final Approval of the Settlement; and (2) the second and final installment payment of \$187,500 shall be made within 6 months of the first installment payment.**

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the first installment payment of \$187,500, the Administrator will mail checks to the Class Members for all Individual Class Payments and Individual PAGA Payments (with a deduction to pay the Administrator's expenses related to this first disbursement). Within 7 days after Defendant funds the second and final installment payment of \$187,500, the Administrator will mail checks to the remaining Class Members (if any) for all Individual Class Payments and Individual PAGA Payments, any and all funds from the uncashed checks from the first distribution to the Class Members who cashed their first checks in the first distribution, the LWDA PAGA Payment, the remaining Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other

Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, following the second and final installment payment and disbursement, and only **after** Court approval of the final accounting, the Administrator shall transmit the funds represented by such checks to a Court approved nonprofit organization or foundation, Legal Aid at Work (“*Cy Pres* Recipient”), thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres* Recipient.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff’s Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release

1 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
2 limited to all claims that were, or reasonably could have been, alleged, based on the facts
3 contained, in the Operative Complaint. ("Plaintiff's Release.") Plaintiff's Release does not
4 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
5 unemployment benefits, disability benefits, social security benefits, workers' compensation
6 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
7 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
8 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
9 Release shall be and remain effective in all respects, notwithstanding such different or additional
10 facts or Plaintiff's discovery of them.

11 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
12 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
13 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
14 which reads:
15 **A general release does not extend to claims that the creditor or releasing party does**
16 **not know or suspect to exist in his or her favor at the time of executing the release,**
17 **and that if known by him or her would have materially affected his or her**
18 **settlement with the debtor or Released Party.**

19 5.2. Release by Participating Class Members: For the duration of the Class Period, all
20 Participating Class Members, on behalf of themselves and their respective former and present
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
22 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
23 facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages;
24 (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods,
25 or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or
26 compensation in lieu thereof (5) waiting time penalties; (6) all claims for non-compliant wage
27 statements; (7) failure to timely pay wages; (8) failure to indemnify; and (9) all claims asserted
28 through California Business & Professions Code section 17200, *et seq.* arising out of the Labor

Code violations referenced in the Operative Complaint.

5.2.1. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Released PAGA Claims: For the duration of the PAGA Period, Plaintiff releases the Released Parties from all claims for statutory penalties that could have been sought by the LWDA for the violations alleged in Plaintiff's letter to the LWDA by way of the PAGA Notice or the operative Complaint, including a full release of the following claims: Labor Code §§ 201, 202, 203, 204, 210, 213(d), 226, 226(a), 226.3, 226.6, 226.7, 226(e)(2)(B)(iii), 226(e)(l), 226(f), 510, 1174, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2699(f)(2), 2802, 2802(a); IWC Wage Orders, section 7, IWC Order, section 7(A)(3). Plaintiff does not release any Aggrieved Employee's claims asserted under PAGA and also does not release any Aggrieved Employee's claims on behalf of the LWDA.

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6. MOTION FOR PRELIMINARY APPROVAL

Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class

1 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
2 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
3 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
4 Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve
5 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
6 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
7 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
8 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
9 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
10 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
11 Members and the Administrator.

12 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
13 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
14 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
15 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
16 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
17 Administrator.

18 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
19 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
20 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
21 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
22 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
23 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
24 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
25 Court's concerns.

26 7. SETTLEMENT ADMINISTRATION

27 7.1. Selection of Administrator. The Parties have jointly selected APEX Class Action
28 Administration ("APEX") to serve as the Administrator and verified that, as a condition of

1 appointment, APEX agrees to be bound by this Agreement and to perform, as a fiduciary, all
2 duties specified in this Agreement in exchange for payment of Administration Expenses. The
3 Parties and their Counsel represent that they have no interest or relationship, financial or
4 otherwise, with the Administrator other than a professional relationship arising out of prior
5 experiences administering settlements.

6 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
7 Identification Number for purposes of calculating payroll tax withholdings and providing reports
8 state and federal tax authorities.

9 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
10 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
11 468B-1.

12 7.4. Notice to Class Members

13 7.4.1. No later than three (3) business days after receipt of the Class Data, the
14 Administrator shall notify Class Counsel that the list has been received and state the
15 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
16 Class Data.

17 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
18 days after receiving the Class Data, the Administrator will send to all Class Members
19 identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
20 the Class Notice with Spanish translation, substantially in the form attached to this
21 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
22 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
23 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
24 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
25 update Class Member addresses using the National Change of Address database.

26 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
27 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
28 using any forwarding address provided by the USPS. If the USPS does not provide a

forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline. Settlement Class Members who submit a timely request to opt-out within 45 days of the mailing will not

1 participate in the class portion of this settlement, will not be bound by the Class Release,
2 will not be bound by the terms the final judgment of class claims, and will not receive
3 any portion of the Class Settlement Allocation. However, Settlement Class members
4 that opt-out of the Settlement will be bound by the PAGA Release and will be entitled
5 to receive their pro rata share of the PAGA Payment.

6 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
7 fails to contain all the information specified in the Class Notice. The Administrator
8 shall accept any Request for Exclusion as valid if the Administrator can reasonably
9 ascertain the identity of the person as a Class Member and the Class Member's desire
10 to be excluded. The Administrator's determination shall be final and not appealable or
11 otherwise susceptible to challenge. If the Administrator has reason to question the
12 authenticity of a Request for Exclusion, the Administrator may demand additional proof
13 of the Class Member's identity. The Administrator's determination of authenticity shall
14 be final and not appealable or otherwise susceptible to challenge.

15 7.5.3. Every Class Member who does not submit a timely and valid Request for
16 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
17 to all benefits and bound by all terms and conditions of the Settlement, including the
18 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
19 regardless whether the Participating Class Member actually receives the Class Notice
20 or objects to the Settlement.

21 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
22 Non-Participating Class Member and shall not receive an Individual Class Payment or
23 have the right to object to the class action components of the Settlement. Because future
24 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
25 Participating Class Members who are Aggrieved Employees remain eligible for an
26 Individual PAGA Payment.

27 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
28 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose

Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain

1 and use an internet website to post information of interest to Class Members including
2 the date, time and location for the Final Approval Hearing and copies of the Settlement
3 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
4 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
5 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
6 the Final Approval and the Judgment. The Administrator will also maintain and monitor
7 an email address and a toll-free telephone number to receive Class Member calls and
8 emails.

9 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
11 Not later than 5 days after the expiration of the deadline for submitting Requests for
12 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
13 containing (a) the names and other identifying information of Class Members who have
14 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
15 other identifying information of Class Members who have submitted invalid Requests
16 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
17 (whether valid or invalid).

18 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
19 reports to Class Counsel and Defense Counsel that, among other things, tally the number
20 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
21 Exclusion (whether valid or invalid) received, objections received, challenges to
22 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
23 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
24 Weekly Reports must include provide the Administrator’s assessment of the validity of
25 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
26 received.

27 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
28 address and make final decisions consistent with the terms of this Agreement on all

1 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
2 Administrator's decision shall be final and not appealable or otherwise susceptible to
3 challenge.

4 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
5 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
6 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
7 due diligence and compliance with all of its obligations under this Agreement,
8 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
9 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
10 number of Requests for Exclusion from Settlement it received (both valid or invalid),
11 the number of written objections and attach the Exclusion List. The Administrator will
12 supplement its declaration as needed or requested by the Parties and/or the Court. Class
13 Counsel is responsible for filing the Administrator's declaration(s) in Court.

14 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
15 disburses all funds in the Gross Settlement Amount, the Administrator will provide
16 Class Counsel and Defense Counsel with a final report detailing its disbursements by
17 employee identification number only of all payments made under this Agreement. At
18 least 7 days before any deadline set by the Court, the Administrator will prepare, and
19 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
20 Court attesting to its disbursement of all payments required under this Agreement. Class
21 Counsel is responsible for filing the Administrator's declaration in Court.

22 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

23 Based on its records, Defendant estimates that, as of the date of this Settlement
24 Agreement, (1) there are 200 Class Members and 23,000 Total Workweeks during the Class
25 Period and (2) there are 137 Aggrieved Employees who worked 4,514 Pay Periods during the
26 PAGA Period.

27 8.1. Increase in Workweeks. Defendants represent that there are no more than 23,000
28 Workweeks worked during the Class Period. In the event the number of Workweeks worked by

1 Class Members during the Class Period increases by more than 10%, i.e. more than 2,300
2 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the
3 Workweeks in excess of 2,300 Workweeks multiplied by the Workweek Value. The Workweek
4 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
5 (\$375,000.00) by 23,000, which amounts to a Workweek Value of \$16.30. Thus, for example,
6 should there be 30,000 Workweeks in the Class Period, then the Gross Settlement Amount shall
7 be increased by \$76,628.00 ((30,000 Workweeks – 25,300 Workweeks) x \$16.30 per
8 Workweek.). In order to account for any unanticipated delay in Approval, if the actual number
9 of work weeks increases by more than 10% as of the date of Approval, then Defendants in their
10 sole discretion will either increase the settlement amount proportionately or exercise their right
11 to adjust the ending date of the Covered Pay Periods so that no more than 25,300 Covered work
12 weeks are released.

13 8.2. Defendant's Right To Withdraw. If the number of valid Requests for Exclusion identified
14 in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are
15 not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants
16 withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
17 neither Party will have any further obligation to perform under this Agreement; provided,
18 however, Defendants will remain responsible for paying all Settlement Administration Expenses
19 incurred to that point. Defendants must notify Class Counsel and the Court of its election to
20 withdraw not later than seven days after the Administrator sends the final Exclusion List to
21 Defense Counsel; late elections will have no effect.

22 **9. MOTION FOR FINAL APPROVAL**

23 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
24 final approval of the Settlement that includes a request for approval of the PAGA settlement
25 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
26 Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts
27 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
28 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve

1 any disagreements concerning the Motion for Final Approval.

2 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
3 by a Participating Class Member, including the right to file responsive documents in Court no
4 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
5 by the Court.

6 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
7 Approval on any material change to the Settlement (including, but not limited to, the scope of
8 release to be granted by Class Members), the Parties will expeditiously work together in good
9 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
10 Approval. The Court's decision to award less than the amounts requested for the Class
11 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
12 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
13 alleged wrongful termination, shall not constitute a material modification to the Agreement
14 within the meaning of this paragraph.

15 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
16 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
17 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
18 and (iii) addressing such post-Judgment matters as are permitted by law.

19 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
21 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
22 respective counsel, and all Participating Class Members who did not object to the Settlement as
23 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
24 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
25 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
26 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
27 Parties' obligations to perform under this Agreement will be suspended until such time as the
28 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect

the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the

1 Settlement and this Agreement).

2 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
3 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
4 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
5 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
6 or indirectly, specifically or generally, to any person, corporation, association, government
7 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
8 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
9 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
10 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
11 government agency. Each Party agrees to immediately notify each other Party of any judicial or
12 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
13 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
14 conversation or other communication, before the filing of the Motion for Preliminary Approval,
15 any with third party regarding this Agreement or the matters giving rise to this Agreement except
16 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
17 restrict Class Counsel's communications with Class Members in accordance with Class
18 Counsel's ethical obligations owed to Class Members.

19 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
20 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
21 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
22 ability to communicate with Class Members in accordance with Class Counsel's ethical
23 obligations owed to Class Members.

24 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
25 together with its attached exhibits shall constitute the entire agreement between the Parties
26 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
27 inducements made to or by any Party.

28 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and

1 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
2 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
3 its terms, and to execute any other documents reasonably required to effectuate the terms of this
4 Agreement including any amendments to this Agreement.

5 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
6 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
7 Settlement Agreement, submitting supplemental evidence and supplementing points and
8 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
9 or content of any document necessary to implement the Settlement, or on any modification of the
10 Agreement that may become necessary to implement the Settlement, the Parties will seek the
11 assistance of a mediator and/or the Court for resolution.

12 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
13 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
14 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
15 action, or right released and discharged by the Party in this Settlement.

16 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
17 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
18 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
19 Part 10, as amended) or otherwise.

20 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
21 modified, changed, or waived only by an express written instrument signed or agreed to by all
22 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
23 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
24 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
25 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
26 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
27 the use of signatures previously provided by the Parties.

28 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to

the benefit of, the successors of each of the Parties.

11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the

litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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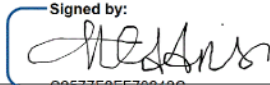
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11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Signed by:

C2577F2FF70242C...
 Plaintiff, Lorelai Ansis

Defendant, Premier Senior Care Group, Corp.
 By:
 Its:

Date: 5/26/2026

Date: _____

1 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
2 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
3 process.

4 ///

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14 11.19. Severability. In the event that one or more of the provisions contained in this Agreement
15 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
16 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
17 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
18 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
19 Agreement.

20
21 **IT IS SO AGREED:**

22
23 _____
Plaintiff, Lorelai Ansis

24
25 Date: _____

DocuSigned by:

Judith Morales

ECA9FEBE1A5F4BF...

Defendant, Premier Senior Care Group, Corp.

By: Judith Morales

Its: Shareholder

Date: May 28, 2026

26
27
28 **AGREED AS TO FORM ONLY:**

1 **AGREED AS TO FORM ONLY:**

2 
3 _____
4 John G. Yslas
5 Arrash T. Fattahi
6 Arman A. Salehi
7 Counsel for Plaintiff

8 
9 _____
10 Debra Ellwood Meppen
11 Matthew T. Theriault
12 Daniela Theriault
13 Counsel for Defendant

14 Date: June 2, 2026

15 Date: June 2, 2026

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Lorelai Ansis v. Premier Senior Care Group Corporation
(Alameda County Superior Court, Case No. 24CV097081)

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Premier Senior Care Group Corporation (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Lorelai Ansis (“Plaintiff”), and seeks payment for (1) unpaid minimum and straight time wages, (2) unpaid overtime, (3) unpaid meal period premiums, (4) unpaid rest break premiums, (5) untimely final wages, (6) inaccurate wage statements, (7) unreimbursed business expenses, and (8) unfair business practices for a class of hourly-paid or non-exempt employees (“Class Members”) who worked for Defendant in California during the Class Period from October 23, 2020 through **September 17, 2025**; and (9) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid or non-exempt employees who worked for Defendant in California during the PAGA Period from November 19, 2023 through **September 17, 2025** (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA penalties to pay penalties to Aggrieved Employees and the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** in California during the Class Period and **you worked _____ pay periods** in California during the PAGA Period. If you believe that you worked more workweeks and/or pay periods in California during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant. The Court has not

made any determination on the merits of the claims being alleged, all of which are strenuously denied by Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is [date]	You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [date]. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. Plaintiff filed the Action against Defendant. The Action alleges that Defendant violated California law by (1) failing to pay all minimum and straight time wages, (2) failing to pay all overtime wages, (3) failing to provide meal periods, (4) failing to authorize and permit rest periods, (5) failing to timely pay final wages at termination, (6) failing to provide accurate itemized wage statements, (7) failing to indemnify employees for expenditures, and (8) unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: John G. Yslas, Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm (“Class Counsel”).

Defendant strongly denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay

to Class Members any wages allegedly due at the time of their termination; that Defendant complied with California wage statement requirements; that Defendant indemnified employees for any expenditures; that Defendant did not violate California Business and Professions Code section 17200 et seq.; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action. The Court has not made any determination of the merits of the claims of Plaintiff or the defenses of Defendant. This means there has been no determination that Defendant did not comply with California law and Defendant maintains that it complied with the law at all times.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. After the mediation, the Parties continued to negotiate a resolution and were ultimately able to agree to settle the matter. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

Plaintiff and Class Counsel think the Settlement is in the best interest of class members because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.

The Court preliminarily approved the proposed Settlement on **DATE** as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing on **DATE** to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement in two equal installments according to the following payments schedule: (1) the first installment payment of \$187,500 shall be made within 30 days of Final Approval of the Settlement; and (2) the second and final installment payment of \$187,500 shall be made

within 6 months of the first installment payment.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 35% of the Gross Settlement Amount (currently estimated at \$131,250.00) to Class Counsel for attorneys' fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class.
 - C. Up to \$7,055.00 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000.00 for PAGA Penalties, allocated 65% (\$13,000) to the LWDA PAGA Payment and 35% (\$7,000) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither Plaintiff, Defendant, Class Counsel, nor Defense Counsel is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual

Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be transmitted to a Court approved non-profit organization or foundation, Legal Aid at Work ("Cy Pres Recipient"). See Section **10** of this notice for more information.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for Exclusion should be a letter from the Class Member setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue claims against Defendant for violations of California's labor laws.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods, or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) waiting time penalties; (6) all claims for non-compliant wage statements; (7) failure to timely pay wages; (8) failure to indemnify; and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint. Except as set forth in Section 5.2 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. PAGA Release. After the Court's judgment is final, and Defendant has fully funded the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Released PAGA Claims are as follows:

For the duration of the PAGA Period, Plaintiff releases the Released Parties from all claims for statutory penalties that could have been sought by the LWDA for the violations alleged in Plaintiff's letter to the LWDA by way of the PAGA Notice or the operative Complaint, including a full release of the following claims: Labor Code §§ 201, 202, 203, 204, 210, 213(d), 226, 226(a), 226.3, 226.6, 226.7, 226(e)(2)(B)(iii), 226(e)(1), 226(f), 510, 1174, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2699(f)(2), 2802, 2802(a); IWC Wage Orders, section 7, IWC Wage Orders, section 7(A)(3). Plaintiff does not release any Aggrieved Employee's claims asserted under PAGA and also does not release any Aggrieved Employee's claims on behalf of the LWDA.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ _____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ansis v. Premier Senior Care Group Corporation*, Case No. 24CV097081, and include your identifying

information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before **the _____ Final** Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) _____ or the Court's website (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Ansis v. Premier Senior Care Group Corporation*, Case No. 24CV097081, and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) _____ in _____

Department _____ of the Alameda County Superior Court, located at _____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Alameda County Superior Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity) _____ website _____ at (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by visiting the Court's online Register of Actions and entering the Alameda County Superior Court Case Number for the Action, Case No. 24CV097081.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Telephone: (213) 784-3830

Facsimile: (213) 381-9989

Settlement Administrator:

Name of Company: APEX Class Action Administration

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not cash your check by the deadline stated on the check itself, the money will be sent to a Court approved non-profit organization or foundation, Legal Aid at Work ("Cy Pres Recipient").

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.